



DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF MANAGEMENT
SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSCO-818

FOR

**IMPLEMENTATION OF SERVICES TO REDUCE INFANT MORTALITY IN
DELAWARE**

FOR

**THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901**

Deposit
Performance Bond

Waived
Waived

**Date Due: June 9, 2008
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on May 13, 2008 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Third Floor Conference Room #301, 1901 North DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

REQUEST FOR PROPOSAL #PSCO-818

Bids for Implementation of Services to Reduce Infant Mortality in Delaware for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 a.m. local time June 9, 2008**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **May 13, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, Third Floor Conference Room #301, New Castle, DE 19720. For further information, please contact Mawuna Gardesey at (302) 741-8575.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must include the forms in Appendices A, B, C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC818) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN BLD-2ND FLOOR –ROOM #259
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

**REQUEST FOR PROPOSAL FOR IMPLEMENTATION FOR SERVICES TO REDUCE INFANT
MORTALITY IN DELAWARE
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of implementation for services to reduce infant mortality in Delaware.

For Component A, a maximum of \$500,000 with up to 10% allocated for one-time costs are available for the selected vendor(s). Component A is defined in Section I, Part A of this document under Recommendation 6 of the IMTF report.

For Component B, a maximum of \$500,000 with up to 10% allocated for one-time costs are available for the selected vendor(s). Component B is defined in Section I, Part A of this document under Recommendation 8 of the IMTF report.

Contract renewal is possible for up to three additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be **May 13, 2008 at 10:00 am.**

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting.** No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Mawuna Gardesey

Bureau of Infant Mortality Reduction

Division of Public Health

Jesse Cooper Bldg.

417 Federal St.

Dover, DE 19901

(302) 744-5475 (fax)

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Mawuna Gardesey is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by April 28, 2008 and will be addressed at the pre-bid meeting (or will be e-mailed or faxed by May 7, 2008). The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

**REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF SERVICES TO REDUCE INFANT
MORTALITY IN DELAWARE
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

In 2004, Governor Minner appointed the Infant Mortality Task Force to identify risk factors and implement practices to prevent infant mortality and reverse the recent infant mortality rate increases in the State of Delaware. The task force produced twenty recommendations for implementation.

Delaware's infant mortality rate of 9.2 deaths per 1000 births is higher than the US. rate of 6.8 deaths per 1000 (2001-2005). Racial, ethnic, and geographic disparities affect birth outcomes. The average infant mortality rate among blacks in Delaware was 17.1/1000 in 2001-2005, compared to 6.8/1000 for whites. Kent County has the highest infant mortality rate in the state, followed by New Castle County, and Sussex County. The major cause of death for infants less than 12 months in Delaware is prematurity and being born low birth weight.

Women with a history of poor birth outcomes are more likely to experience a problematic pregnancy or complications at delivery. These problems and complications may be medical or psycho-social in nature. The health of women prior to conception affects both the

duration of pregnancy and delivery. An infant's health is also affected by behaviors and practices of women prior to and during pregnancy.

To address this problem, the Governor's Infant Mortality Task Force included recommendations to:

- Component A (Recommendation 6) - **PROVIDE ACCESS TO PRECONCEPTION CARE FOR ALL WOMEN OF REPRODUCTIVE AGE** and
- Component B (Recommendation 8) - **IMPLEMENT A COMPREHENSIVE (HOLISTIC) TEAM MODEL TO PROVIDE CONTINUOUS COMPREHENSIVE MEDICAL CARE AND CASE MANAGEMENT SERVICES TO PREGNANT WOMEN AND THEIR INFANTS UP TO TWO YEARS POSTPARTUM.**

Care under these recommendations includes obstetrical and medical care for women and medical care for their infants; family planning and preconception care; nursing services to provide enhanced education and case management; nutritionist services for basic and specialized nutrition counseling as well as breastfeeding promotion and support; social work services to screen for substance abuse, domestic violence and other stressors and refer for appropriate services; and trained community support personnel to provide outreach services to identify and provide referral for at risk pregnant women, reinforce patient education, assist with social service provision and transportation to appointments as needed.

B. Project Goals

The goal of this project is to build capacity to implement and/or replicate care in Kent, Sussex, and/or New Castle Counties to provide comprehensive care, case management services, and preconception care. Priority populations to receive these services will include women with a history of poor birth outcomes, members of minority groups and other at risk populations (defined in Section II), thereby reducing the infant mortality rate. Under this project, women of reproductive age are defined as women from menarche to menopause.

Partnerships with non-profit agencies, state agencies and communities are intended to strengthen the infrastructure and capacity for preconception, prenatal, and postpartum care.

II. SCOPE OF SERVICES

All components listed in this section are mandatory. It is our intent to award multiple contracts as a result of this RFP.

All bidders must indicate in their proposal whether they are applying for funding of Component A, Component B, or both components.

Potential bidders shall submit proposals for a comprehensive program package. Applications must address provision of all services for each selected component as defined in the following sections describing Component A and Component B. Additionally, bidders must define in their proposal those services that they currently provide, services provided on-site, off site, or by referral (see Attachment A). Proposals must include, based on the bidder's selected component(s), services for non-pregnant women of reproductive age including pre- and interconceptional periods (Component A), and/or pregnant women up to 2 years postpartum and their infants up to 24 months of age (Component B). The bidder's proposal must serve the populations and service categories (based on Component) reflected in the following table:

Table 1. Recommendation, Population, and Services Provided in the Implementation of Services to Reduce Infant Mortality in Delaware Request for Proposals

Component/ Recommendation	Population	Service Category	Services
Component A Recommendation 6	Preconception	Reproductive and Sexual Health Care	Family Planning, Health Screening, Outreach, Health Education, Service Referral, Health Counseling
Component B Recommendation 8	Pregnant Women	Prenatal Care	Exams and Testing, Health Screening, Outreach, Health Education, Service Referral, Health Counseling
	Post Pregnancy (through 2 years postpartum)	Reproductive and Sexual Health Care	Family Planning, Health Screening, Outreach, Health Education, Service Referral, Health Counseling
	Newborns (through 24 months of age)	Sick and Well Visits, Referral	Exams and Testing, Health Screening

		Tracking, and Immunizations	
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Proposals should reflect innovation and best practices, and address the cultural competence of the staff/agency.

Potential bidders will provide evidence of partnerships with state agencies, non-state agencies, or other providers who may participate in preconceptional and/or a comprehensive system of prenatal and postpartum care.

Potential bidders are required to prioritize the clearly and concisely define target population to be served as well as the service area. The Division of Public Health has identified priority zip codes based on data from the Office of Vital Statistics. Potential contractors are not required to provide service in all zip codes listed below, but must provide the definition of service area and justification for selection of specific zip codes. Proposals ***must*** target **African American/black** participants residing in the following zip codes:

- New Castle – ***High priority:*** 19720, 19805
Priority: 19701, 19702, 19703, 19711, 19713, 19801, 19802, 19806
- Kent – ***High priority:*** 19901
Priority: 19904
- Sussex – ***Priority:*** 19956, 19966, 19973

Additional **priority** populations include:

- women with a history of poor birth outcomes such as a previous low birth weight delivery (≤ 2500 grams), premature birth (< 37 weeks gestation), infant death (mortality at ≤ 12 months of age), or fetal death/stillbirth (weight of at least 350 grams or if weight unknown, at least 20 weeks gestation at demise);
- women who are Medicaid eligible, medically underinsured, or uninsured;
- women with chronic diseases including hypertension and diabetes
- women with psychosocial risk factors such as substance abuse, domestic violence, high stress levels, and poor social support systems.

Potential bidders must include a baseline number of participants to be served during the first year of the contract for each Component selected for

application. This baseline number will be used in the establishment of Performance Measures for subsequent funding.

Potential bidders must address services respective to the Components selected for their application for funding. An example of current best practices programs in other states to address poor birth outcomes is the Center for Health Care Strategies, Inc., and Best Clinical and Administrative Practices (BCAP) model. Potential bidders are encouraged to review the toolkit provided in Attachment D. The current RFP is based on recommendations outlined in the Centers for Disease Control and Prevention MMWR report entitled, "Recommendations to Improve Preconception Health and Health Care – United States." A copy of this document is located in Attachment E. Direct services are outlined by Component below.

Component A:

The successful contractor(s) will be expected to implement care on-site, off site, or by referral. Please see Attachment B for a listing of services included under this RFP with notation regarding Medicaid and Title X coverage for those services. Attachment B is presented to assist the bidder in determining services billable and not billable under an awarded contract for this RFP where participants are covered by Medicaid or are billed to Title X. The services under this RFP include the following components:

- Preconception care for women which includes but is not limited to:
 - Case management,
 - reproductive health services,
 - screening for chronic diseases,
 - updating immunizations for women of reproductive age including hpv vaccine
 - specialized counseling for participants with chronic diseases or a history of pregnancy-induced complications that may result in future poor birth outcomes
 - psychosocial counseling and referral including mental health diagnosis and treatment,
 - intensive nutrition counseling including basic nutrition, breastfeeding promotion and support, and folic acid education as well as counseling for women with chronic health risks such as diabetes or obesity,
 - contraceptive education and counseling including access to a broad range of contraceptive methods,
 - pregnancy diagnosis, counseling, and referral,
 - counseling participants on pregnancy planning to include specifically identifying a reproductive life plan and increasing the interpregnancy interval,

- testing and treatment for Sexually Transmitted Infections (STI) including Gonorrhea, Chlamydia, and Syphilis
- testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),
- Level 1 infertility counseling
- Genetics information, education and referral
- Screening for alcohol, drug, and tobacco use and referral to cessation and treatment programs
- Trained community support services personnel to provide street level outreach, reinforce patient education, and assist patients with social service needs
- Social work services to address family psychosocial needs
- Oral health education and referral

Component B:

The successful contractor(s) will be expected to implement care which includes the services listed below. The successful contractor(s) will be expected to implement care on-site, off site, or by referral. Please see Attachment B for a listing of services included under this RFP with notation regarding Medicaid and Title X coverage for those services. Attachment B is presented to assist the bidder in determining services billable and not billable under an awarded contract for this RFP where participants are covered by Medicaid or are billed to Title X. Services for this RFP include the following:

- Routine prenatal care with referral system for high risk pregnancies
- Following pregnancy for up to two years postpartum, access to preconceptional care for women which includes but is not limited to:
 - Case management,
 - reproductive health services,
 - screening for chronic diseases,
 - updating immunizations for women of reproductive age including hpv vaccine
 - specialized counseling for participants with chronic diseases or a history of pregnancy-induced complications that may result in future poor birth outcomes
 - psychosocial counseling and referral including mental health diagnosis and treatment,
 - intensive nutrition counseling including basic nutrition, breastfeeding promotion and support, and folic acid education as well as counseling for women with chronic health risks such as diabetes or obesity,
 - contraceptive education and counseling including access to a broad range of contraceptive methods,
 - pregnancy diagnosis, counseling, and referral,

- counseling participants on pregnancy planning to include specifically identifying a reproductive life plan and increasing the interpregnancy interval,
- testing and treatment for Sexually Transmitted Infections (STI) including Gonorrhea, Chlamydia, and Syphilis
- testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),
- Level 1 infertility counseling
- Genetics information, education and referral
- Screening for alcohol, drug, and tobacco use and referral to cessation and treatment programs
- Trained community support services personnel to provide street level outreach, reinforce patient education, and assist patients with social service needs
- Social work services to address family psychosocial needs
- Nursing services to provide enhanced patient education and anticipatory guidance on site and at the patients' home
- Ongoing medical services for newborns through age 24 months including examinations, immunizations, developmental screening and parent education
- Oral health education and referral

Additionally, bidders must provide statistical data as evidence of program progress if services as defined in Component A and/or B are currently provided. Statistical data include, but are not limited to vital statistics, surveillance, national and/or federal databases, and any data collected internally or submitted to the Division as part of a previous contract. All data included within the bid must be accurately cited or referenced, and if web-based, a working *url* must be provided.

Potential bidders will provide a workplan, timeline, and budget for the first eleven months of the project and a separate projected workplan, timeline, and budget for two additional years. The plan and budget should reflect long term sustainability including but not limited to plans to seek third party reimbursement. Bidders must also include a detailed timeline, budget, and sustainability plan indicating methodology and tools for community outreach (e.g., advertising, radio, community meetings, strategies for recruitment, samples of brochures or other materials, community center programs, and other methods).

Under this RFP, selected bidder's performance will be evaluated. Bidders must comply with the requirements set forth by the Division for evaluation.

The bidder is required to submit monthly reports containing specific data updates (see Attachment C). The current monthly report is defined as a detailed summary of services including but not limited to the number of unduplicated participants served categorized by demographic characteristics, identified risk factors (i.e., based on program services), and outcomes; the number of unduplicated referrals for each program service (i.e., as defined by the list of services in the *Scope of Services* section above); the number of unduplicated participants served by each program; and the method of payment (e.g., Medicaid, Medicare, private insurance, self-pay, etc.). The Division reserves the right to modify the reporting methodology at any time during the term of the contract(s) resulting from this RFP.

As an attachment to the bidder's proposal, the bidder must include a sample patient screening tool to addresses screening for poor nutrition, tobacco and substance abuse, chronic diseases and other risk factors as described in the service component descriptions above. The bidder must also submit a one page required services check list (see scope of services located under each component) to be filed in the client record that documents services provided to each client.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is 11 months with the possibility of renewal for up to three additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Public Health.

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring

The contractor may be monitored on-site on a regular basis by representatives from the Division of Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: June 9, 2008 11:00am**).

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

E. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

F. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

G. Statements of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

H. Standard Contract

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit a line item budget describing how funds will be utilized. Budget should include an amount per hour along with an estimation of time per activity. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) signed originals and eight (8) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Main Administration Building
Second Floor, Room 259
1901 North duPont Highway
New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

B. Closing Date

All responses must be received no later than **June 9, 2008 at 11:00 a.m.**
Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed, or emailed to: Name and address Mawuna Gardesey, Bureau of Infant Mortality Reduction, Division of Public Health, Jesse Cooper Bldg. 417 Federal St. Dover, DE 19901. Fax number: (302) 744-5475 Email: mawuna.gardesey@state.de.us. Deadline for submission of all questions is May 12, 2008. Written responses will be faxed or emailed to bidders no later than May 19, 2008. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time

to request clarification and/or further technical information from any or all applicants submitting proposals.

F. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge the specific contents of any proposal to the extent that the applicant(s) identity(ies) would be disclosed. This information is privileged and confidential.

G. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

H. Investigation of Grantee's Qualifications

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

I. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

K. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

L. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u>Activity</u>	<u>Date</u>
Bid Opening	June 9, 2008
Selection Process Begins	June 10, 2008
Vendor Selection (tentative)	June 17, 2008
Project Begins	August 1, 2008

M. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>Category</u>	<u>Weight</u>
<u>Meets mandatory RFP provisions</u>	Pass/Fail

(Note: Absence of any required document or individual component listed below will result in a "Failed" rating).

Understanding of the requirements and ability to provide the service

1. Qualifications of vendor..... 30
(Bidder must demonstrate experience providing the services defined in the scope of this RFP).
2. Inclusion and demonstration of all requested elements..... 20
(All elements listed in the scope of services must be addressed in the bidder's Proposal).
3. Available resources..... 20
(Bidder must document actual existing staff and actual existing service delivery sites in Delaware)
4. Implementation plan 10
(Bidder must clearly describe plan and timeline for implementation of services)

<u>Evaluation Plan</u>	10
<u>Cost proposal</u>	10

Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A:

BIDDERS SIGNATURE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

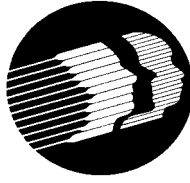
BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____
DELIVERY DAYS/COMPLETION TIME: _____
F.O.B.: _____
TERMS: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX B:
CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

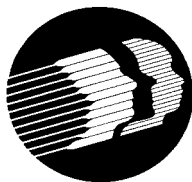
Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that_____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature:_____

Title:_____

Date:_____

APPENDIX D

OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX E

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**DPH CONTRACT # _____
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability \$1,000,000
and

	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify

the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of Public Health
417 Federal Street
Dover, DE 19901
Attn: Support Services Section

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor

must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _N/A_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _N/A_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Jaime H. Rivera, MD, FAAP
Director

Date

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

ATTACHMENT A

ATTACHMENT A

Component A: Preconception Care Program Assessment of Service Delivery

For each item listed below for Component A, the bidder must indicate if the services are provided 1) on-site, 2) off site/subcontractor, or 3) by referral. Where there may be a mixture of provision mode, such as portions of service on-site and portions by referral, the bidder should provide detail in the comments column:

Services	1) on-site, 2) off site, 3) referral	Detail Comments
Preconception care for women which includes but is not limited to:		
EXAMPLE - Reproductive health services (including services age appropriate exam, screenings and tests such as weight and height, blood pressure, bone density, glucose, pelvic exam, PAP testing, clinical breast exam, and others as indicated)	1 & 2	1) women's exams in accordance with ACOG standards are provided on-site. 2) Abnormal PAP results are referred for treatment.
Case management,		
Reproductive health services (including services age appropriate exam, screenings and tests such as weight and height, blood pressure, bone density, glucose, pelvic exam, PAP testing, clinical breast exam, and others as indicated),		
Screening for chronic diseases,		
Updating immunizations for women of reproductive age including HPV vaccine,		
Specialized counseling for participants with chronic diseases or a history of pregnancy-induced complications that may result in future poor birth outcomes,		
Psychosocial screening, counseling, and referral,		
Mental health diagnosis and treatment,		
Intensive nutrition counseling including basic nutrition, breastfeeding promotion, and obesity,		
Folic acid education		
Counseling for women with chronic health risks such as diabetes or hypertension		
Contraceptive education and counseling including access to a broad range of contraceptive methods,		
Pregnancy diagnosis, counseling, and referral,		
Counseling participants on pregnancy planning to include specifically identifying a reproductive life plan and increasing the interpregnancy interval,		
Testing and treatment for Sexually Transmitted Infections (STI) including Gonorrhea, Chlamydia, and Syphilis		
Testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),		
Level 1 infertility counseling		
Genetics information, education and referral		
Screening for alcohol, drug, and tobacco use; referral to cessation and treatment programs		
Trained community support services personnel to provide street level outreach, reinforce		

patient education, and assist patients with social service needs		
Social work services to address family psychosocial needs		
Oral health education and referral		
Program Outreach Activities – Describe in detail the types of outreach (health fair, billboard, radio, presentations at community centers/schools/churches, etc), timing for each activity, and the audience and/or expected number of potential clients exposed to each outreach activity.		

Component B: Family Practice Team Model Program Assessment of Service Delivery

For each item listed below for Component B, the bidder must indicate if the services are planned to be provided 1) on-site, 2) off site/subcontractor, or 3) by referral. Where there may be a mixture of provision mode, such as portions of service on-site and portions by referral, the bidder should provide detail in the comments column:

Services	1) on-site, 2) off site, 3) by referral	Detail Comments
EXAMPLE - Reproductive health services (including services age appropriate exam, screenings and tests such as weight and height, blood pressure, bone density, glucose, pelvic exam, PAP testing, clinical breast exam, and others as indicated)	1 & 2	1) women's exams in accordance with ACOG standards are provided on-site. 2) Treatments for abnormal PAP results are referred for treatment
Routine prenatal care with referral system for high risk pregnancies		
Following pregnancy for up to two years postpartum, access to preconceptional care for women which includes but is not limited to:		
Case management,		
Reproductive health services (including services age appropriate exam, screenings and tests such as weight and height, blood pressure, bone density, glucose, pelvic exam, PAP testing, clinical breast exam, and others as indicated)		
Screening for chronic diseases,		
Updating immunizations for women of reproductive age including HPV vaccine		
Specialized counseling for participants with chronic diseases or a history of pregnancy-induced complications that may result in future poor birth outcomes		
Psychosocial screening, counseling, and referral,		
Mental health diagnosis and treatment,		
Intensive nutrition counseling including basic nutrition, breastfeeding promotion, and obesity,		
Folic acid education		
Counseling for women with chronic health risks such as diabetes or hypertension		
Contraceptive education and counseling including access to a broad range of contraceptive methods,		
Pregnancy diagnosis, counseling, and referral,		
Counseling participants on pregnancy planning to include specifically		

identifying a reproductive life plan and increasing the interpregnancy interval,		
Testing and treatment for Sexually Transmitted Infections (STI) including Gonorrhea, Chlamydia, and Syphilis		
Testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),		
Level 1 infertility counseling		
Genetics information, education and referral		
Screening for alcohol, drug, and tobacco use and referral to cessation and treatment programs		
Trained community support services personnel to provide street level outreach, reinforce patient education, and assist patients with social service needs		
Social work services to address family psychosocial needs		
Oral health education and referral		
Nursing services to provide enhanced patient education and anticipatory guidance on site and at the patients' home		
Ongoing medical services for newborns through age 24 months including examinations, immunizations, developmental screening		
Ongoing care for newborns through age 24 months including provision of parent education		
Program Outreach Activities – Describe in detail the type of outreach (health fair, billboard, radio, presentations at community centers/schools/churches, etc), timing for each activity, and the audience and/or expected number of potential clients exposed to each outreach activity.		

ATTACHMENT B

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
SERVICE COMPONENTS					
Component A: Access to preconception care for women which includes but is not limited to:					

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
reproductive health services,	PAP smear is included as a family planning service if performed according to the United States Preventative Services Task Force guidelines which specify a cervical cancer screening every one to three years based on the presence of risk factors. Follow-up care for complications associated with contraceptive methods issued by the family planning provider.	One routine gynecological evaluation in the absence of illness, with or without family planning. PAP smear is included under Laboratory Services and is limited to those tests documented as medically necessary and ordered by a physician.	One routine gynecological evaluation in the absence of illness, and is covered only as a part of the Family Planning and related Services. PAP smear is included as part of the Family Planning and related Services.	Preventive health education, voluntary family planning services	Includes CBE, PAP, reproductive health exam. Education services must provide clients with the information needed to: ~ Make informed decisions about family planning; ~ Use specific methods of contraception and identify adverse effects; ~ Perform breast/testicular self examination; ~ Reduce risk of transmission of sexually transmitted diseases and Human Immunodeficiency Virus (HIV); ~ Understand the range of available services and the purpose and sequence of clinic procedures; and ~ Understand the importance of recommended screening tests and other procedures involved in the family planning visit.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
psycho-social needs,	Not addressed	Not addressed	Not addressed	Not addressed	Referred out of program.
nutrition counseling, (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Not addressed	Not addressed	Not addressed	Nutritional assessment and referral.	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
contraceptive education and counseling,	Health education and counseling necessary to make informed choices and understand contraceptive methods. Limited history and physical examination; laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods	Health education and counseling necessary to make informed choices and understand contraceptive methods. Limited history and physical examination; laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods	May be included during a Family Planning visit.	Voluntary family planning services, preventive health education, risk assessment and initial counseling regarding risks.	Method counseling refers to an individualized dialogue with a client that covers the following: ~ Results of physical exam and lab studies; ~ Effective use of contraceptive methods, including natural family planning (NFP), and the benefit and efficacy of the methods; ~ Possible side effects/complications; ~ How to discontinue the method selected and information regarding back-up method use, including the use of certain oral contraceptives as post-coital emergency contraception; ~ Planned return schedule; ~ Emergency 24-hour telephone number; ~ Location where emergency services can be obtained; and ~ Appropriate referral for additional services as needed.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
pregnancy diagnosis and counseling,	Pregnancy testing and counseling.	Pregnancy testing and counseling.	Not covered	Pregnancy testing and counseling.	Full range of contraceptive services required
access to a broad range of contraceptive methods,	Provision of contraceptive pills/devices/supplies ; tubal ligation; vasectomies.	Provision of contraceptives- injections, pills, implantable capsules, devices, and sterilizations.	Contraceptive management, including non-systemic drugs and devices (excluding condoms), systemic drugs, and related surgical procedures (for example, ligation of falopian tubes).	Voluntary family planning services.	Full range of contraceptive services required
testing and treatment for Sexually Transmitted Diseases (STD) including Gonorrhea, Chlamydia, Syphilis,	Diagnosis and treatment of STDs if medically indicated.	Diagnosis and treatment of STDs if medically indicated.	Diagnosis and treatment of sexually transmitted diseases (STDs) when provided or prescribed during the family planning visit. Follow up treatment for an STD that was diagnosed and treated during a family planning visits is not covered.	Risk assessment and initial counseling concerning risks, preventive health education.	Full range of contraceptive services required where contraceptive or fertility counseling is included.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	HIV screening, diagnosis, and counseling only when provided during a family planning visit. Treatment of and pharmaceuticals related to HIV is not covered.	Risk assessment and initial counseling concerning risks, preventive health education.	Full range of contraceptive services required where contraceptive or fertility counseling is included.
Level 1 infertility counseling	Treatment of infertility is not covered.	Treatment of infertility is not covered.	Treatment of infertility by any modality is not covered.	Treatment of infertility is not covered.	Required
Genetics information, education and referral	Not addressed	Not addressed	Not addressed	Not addressed	Basic information and referral only.
Screening for alcohol, drug, and tobacco use and referral to smoking cessation and drug treatment programs	Substance abuse services for adults age 18 and above are provided and may include: medication management; assessment therapy; counseling; rehabilitation; inpatient services; and continuous treatment team services. This does not include tobacco abuse.	Substance abuse services for adults age 18 and above are provided and may include: medication management; assessment therapy; counseling; rehabilitation; inpatient services; and continuous treatment team services. This does not include tobacco abuse.	Not covered	Risk assessment and initial counseling concerning risks, preventive health education.	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Trained community support services personnel to provide street level outreach, reinforce patient education and assist patients with social service needs	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered	Covered in bundled services.	Referred out of program.
Social work services to address family psychosocial needs	Not covered	Not covered	Not covered	Not covered	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Nutrition services including basic nutrition counseling, breastfeeding promotion and support, folic acid education and specialized counseling for patients with chronic diseases or pregnancy induced complications which may result in poor birth outcomes. (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Not covered	Nutritional assessment and referral.	Referred out of program.
Oral health education and referral	Not covered	Not covered	Not covered	Not covered	Referred out of program.
Case Management	Included as a part of managed care.	Not covered	Not covered	Not covered	Not included

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Nursing visits at home	Home health care provided if medically necessary	Home health care provided if medically necessary	Not covered	Not covered	Not included
Coordination/Arrangement Transportation	Not provided by MCO but coordinate with Medicaid transportation provider	Non-emergency transportation is provided from the point of pick up to the medical provider location or from the medical provider location to the point of delivery.	Not covered	Not provided by FQHC but may be provided to those eligible for FFS Medicaid.	Not included
Screening for chronic diseases	Covered	Covered	Not covered	Covered in bundled services.	Not included
Component B: The successful contractor(s) will be expected to implement care which includes the following components:					

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Routine prenatal care with referral system for high risk pregnancies	Basic benefit package includes gynecological, obstetric, and family planning services. Smart Start services are offered to pregnant women with at least one risk factor.	Antepartum visits may be provided in practitioner's office, a DPH general medical clinic, an EPSDT screening or a FQHC. Referrals may be made to Smart Start. No limit on the number of prenatal visits as long as each one is medically necessary. Medicaid will only cover one initial antepartum visit per pregnancy.	Not covered	Covered in bundled services	N/A
psycho-social needs,	Assessments are made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum.	Assessments made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum	Not covered	Covered in bundled services	N/A

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
nutrition counseling, (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Assessments, counseling and education are made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum	Assessments, counseling and education are made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum	Not covered	Nutritional assessment and referral.	N/A
contraceptive education and counseling,	Health education and counseling necessary to make informed choices and understand contraceptive methods. Limited history and physical examination; laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods.	Health education and counseling necessary to make informed choices and understand contraceptive methods. Limited history and physical examination; laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods.	May be included during a Family Planning visit.	Voluntary family planning services, preventive health education, risk assessment and initial counseling regarding risks.	N/A
pregnancy counseling,	Pregnancy counseling.	Pregnancy counseling.	Not covered	Pregnancy counseling.	N/A

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
testing and treatment for Sexually Transmitted Diseases (STD) including Gonorrhea, Chlamydia, Syphilis,	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Diagnosis and treatment of sexually transmitted diseases (STDs) when provided or prescribed during the family planning visit. Follow up treatment for an STD that was diagnosed and treated during a family planning visits is not covered.	Risk assessment and initial counseling concerning risks, preventive health education.	N/A
testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	HIV screening, diagnosis, and counseling only when provided during a family planning visit. Treatment of and pharmaceuticals related to HIV is not covered.	Risk assessment and initial counseling concerning risks, preventive health education.	N/A
Genetics information, education and referral	Not covered	Not covered	Not covered	Not covered	N/A

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Screening for alcohol, drug, and tobacco use and referral to smoking cessation and drug treatment programs	Substance abuse services for adults age 18 and above are provided and may include: medication management; assessment therapy; counseling; rehabilitation; inpatient services; and continuous treat team services. This does not include tobacco abuse.	Substance abuse services for adults age 18 and above are provided and may include: medication management; assessment therapy; counseling; rehabilitation; inpatient services; and continuous treat team services. This does not include tobacco abuse.	Not covered	Risk assessment and initial counseling concerning risks, preventive health education.	N/A
Trained community support services personnel to provide street level outreach, reinforce patient education and assist patients with social service needs	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered	Included in bundled services.	N/A
Social work services to address family psychosocial needs	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered	Included in bundled services.	N/A

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Nutrition services including basic nutrition counseling, breastfeeding promotion and support, folic acid education and specialized counseling for patients with chronic diseases or pregnancy induced complications which may result in poor birth outcomes. (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Not covered	Medical social services, nutritional assessment and referral prenatal and post-partum care, perinatal services, physical examination targeted to risk.	N/A
Oral health education and referral	Not covered	Not covered	Not covered	Not covered	N/A
Case Management	Covered	Not covered	Not covered	Not covered	N/A
Nursing visits at home	Home health care provided if medically necessary	Home health care provided if medically necessary	Not covered	Not covered	N/A

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Coordination/Arrangement Transportation	Not provided by MCO but coordinate with Medicaid transportation provider	Non-emergency transportation is provided from the point of pick up to the medical provider location or from the medical provider location to the point of delivery.	Not covered	Not provided by FQHC but may be provided to those eligible for FFS Medicaid.	N/A
Screening for chronic diseases	Covered	Covered	Not covered	Included in bundled services.	N/A
Screening and counseling for pregnancy induced diseases	Covered	Covered	Not covered	Included in bundled services.	N/A
Following pregnancy for up to two years postpartum, access to preconceptual care for women which includes but is not limited to:					
psycho-social needs,	Assessments are made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum.	Assessments made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum	Not covered	Covered in bundled services	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
nutrition counseling, (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Assessments, counseling and education are made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum	Assessments, counseling and education are made under Smart Start. Services may continue for a minimum of sixty or a maximum of ninety days postpartum	Not covered	Nutritional assessment and referral.	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
contraceptive education and counseling,	Health education and counseling necessary to make informed choices and understand contraceptive methods. Limited history and physical examination; laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods.	Health education and counseling necessary to make informed choices and understand contraceptive methods. Limited history and physical examination; laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods.	May be included during a Family Planning visit.	Voluntary family planning services, preventive health education, risk assessment and initial counseling regarding risks.	Method counseling refers to an individualized dialogue with a client that covers the following: ~ Results of physical exam and lab studies; ~ Effective use of contraceptive methods, including natural family planning (NFP), and the benefit and efficacy of the methods; ~ Possible side effects/complications; ~ How to discontinue the method selected and information regarding back-up method use, including the use of certain oral contraceptives as post-coital emergency contraception; ~ Planned return schedule; ~ Emergency 24-hour telephone number; ~ Location where emergency services can be obtained; and ~ Appropriate referral for additional services as needed.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
pregnancy diagnosis and counseling,	Pregnancy testing and counseling.	Pregnancy testing and counseling.	Not covered	Pregnancy testing and counseling.	Full range of contraceptive services required
access to a broad range of contraceptive methods,	Provision of contraceptive pills/devices/supplies ; tubal ligation; vasectomies.	Provision of contraceptives- injections, pills, implantable capsules, devices, and sterilizations.	Contraceptive management, including non-systemic drugs and devices (excluding condoms), systemic drugs, and related surgical procedures (for example, ligation of falopian tubes).	Voluntary family planning services.	Full range of contraceptive services required
testing and treatment for Sexually Transmitted Diseases (STD) including Gonorrhea, Chlamydia, Syphilis,	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Diagnosis and treatment of sexually transmitted diseases (STDs) when provided or prescribed during the family planning visit. Follow up treatment for an STD that was diagnosed and treated during a family planning visits is not covered.	Risk assessment and initial counseling concerning risks, preventive health education.	Services required where contraceptive or fertility counseling is included.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
testing and treatment referral for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome (HIV/AIDS),	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	Screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment.	HIV screening, diagnosis, and counseling only when provided during a family planning visit. Treatment of and pharmaceuticals related to HIV is not covered.	Risk assessment and initial counseling concerning risks, preventive health education.	Services required where contraceptive or fertility counseling is included.
Level 1 infertility counseling	Not covered	Not covered	Not covered	Not covered	Required
Genetics information, education and referral	Not covered	Not covered	Not covered	Not covered	Basic information and referral only.
Screening for alcohol, drug, and tobacco use and referral to smoking cessation and drug treatment programs	Substance abuse services for adults age 18 and above are provided and may include: medication management; assessment therapy; counseling; rehabilitation; inpatient services; and continuous treatment team services. This does not include tobacco abuse.	Substance abuse services for adults age 18 and above are provided and may include: medication management; assessment therapy; counseling; rehabilitation; inpatient services; and continuous treatment team services. This does not include tobacco abuse.	Not covered	Risk assessment and initial counseling concerning risks, preventive health education.	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Trained community support services personnel to provide street level outreach, reinforce patient education and assist patients with social service needs	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered	Included in bundled services.	Referred out of program.
Social work services to address family psychosocial needs	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered. DSAMH provides community support services to clients with psychiatric disabilities.	Not covered	Included in bundled services.	Referred out of program.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Nutrition services including basic nutrition counseling, breastfeeding promotion and support, folic acid education and specialized counseling for patients with chronic diseases or pregnancy induced complications which may result in poor birth outcomes (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Not covered	Medical social services, nutritional assessment and referral prenatal and post-partum care, perinatal services, physical examination targeted to risk.	Referred out of program.
Oral health education and referral	Not covered	Not covered	Not covered	Not covered	Referred out of program.
Case Management	Covered	Not covered	Not covered	Not covered	Not included

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Nursing visits at home	Home health care provided if medically necessary	Home health care provided if medically necessary	Not covered	Not covered	Not included
Coordination/Arrangement Transportation	Not provided by MCO but coordinate with Medicaid transportation provider	Non-emergency transportation is provided from the point of pick up to the medical provider location or from the medical provider location to the point of delivery.	Not covered	Not provided by FQHC but may be provided to those eligible for FFS Medicaid.	Not included
Screening for chronic diseases	Covered	Covered	Not covered	Included in bundled services.	Not included
Screening and counseling for pregnancy induced diseases	Covered	Covered	Not covered	Included in bundled services.	Not included
Post partum Infants Through Age 2					
Case Management	Covered	Not covered	Not applicable	Not covered	Not included
Screening for poor nutrition (Note: where patient is receiving WIC or Smart Start services with payment under these programs, FPTM and Preconception Program must not also be charged for the same services.)	Not covered	Not covered	Not applicable	Nutritional assessment and referral.	Not included
Screening for chronic diseases	Covered	Covered	Not applicable	Included in bundled services.	Not included

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Screening for Developmental Delay	Covered	Covered	Not applicable	Included in bundled services.	Not included
Parent Education	Not covered	Not covered	Not applicable	Not covered	Not included
Well visits	Covered	Covered	Not applicable	Included in bundled services.	Not included
Home visits	Home health care provided if medically necessary	Home health care provided if medically necessary	Not applicable	Not covered	Not included
Immunization	Covered	Covered	Not applicable	Included in bundled services.	Not included
PROGRAM COMPONENTS					
Targeted/Priority Population	None of these programs delivers care on the basis of a targeted population				
Black African American	See above				Minority, high risk and hard to reach populations targeted for family planning services.
Previous Poor Birth Outcomes	See above				
Targeted Zip Codes	See above				
Women who are Medicaid eligible, medically underinsured, or uninsured	See above				
Women with chronic diseases including hypertension and diabetes	See above				Underinsured, or uninsured targeted for family planning services

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Women with psychosocial risk factors such as substance abuse, domestic violence, high stress levels, and poor social support systems.	See above				
Reporting					
Provide DPH with monthly reporting of service, outreach and other activities.	Not applicable	Not applicable	Not applicable	Not applicable	FPRM reporting not required.
Outreach					
Ensure all Medicaid eligible pregnant women have access to the FPTM level of care	Not applicable	Not applicable	Not applicable	Not applicable	Basic outreach required for family planning services.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Identify pregnant women and mothers at risk for poor birth outcomes early and provide appropriate screening, counseling, education and access to health care.	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Smart Start program is available to eligible pregnant women who are at risk of having a premature or low birth weight baby. Services include: nursing assessment; education and referral to needed medical services; nutrition assessment; counseling and education; and social services as medically necessary to assure that home, family, community and environmental issues are not complicating the pregnancy.	Not covered	Included in bundled services.	Not a requirement.
Coordinate with existing smoking cessation efforts to target cessation programs to pregnant women.	Not applicable	Not applicable	Not covered	Included in bundled services.	Not a requirement.
Street-based programs to identify at-risk women in areas of high infant mortality.	Not applicable	Not applicable	Not covered	Not covered	Not a requirement.

	MEDICAID MCO	MEDICAID FFS	MEDICAID FAMILY PLANNING (F3)	MEDICAID - FEDERALLY QUALIFIED HEALTH CARE	TITLE X
Expand home visiting programs to meet the needs of all women and infants who are at risk for poor birth outcomes and include geographic areas of high infant mortality.	Not covered	Not covered	Not covered	Not covered	Not a requirement.
Evaluation					
Under the FPTM contract, the vendor must provide a plan of evaluation to measure progress of program implementation and success to be submitted annually in report form to the Division of Public Health. The evaluation must include both qualitative and quantitative measures of progress and a comprehensive plan for annual evaluation. Evaluation may be implemented internally or contracted with an outside agency. The plan may be modified to address additional risk factor or outcome measures.	Not covered	Not covered	Not covered	Not covered	FPTM evaluation not a requirement.

Monthly Report

Attachment C

NOTE: The Monthly Report is contained in two Excel Sheet attachments. Each sheet contains multiple tabs.

**Best Clinical and Administrative Practices (BCAP) model
Attachment D**

**"Recommendations to Improve Preconception Health and Health Care –
United States."**

Attachment E